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FILED
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MICHAEL COSENTINO
U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

7
8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE NORTHERN DISTRICT OF CALIFORNIA

10 UNITED STATES OF AMERICA,

11 Plaintiff,

CV 08 Case No.

2086

12 v.

COMPLAINT

(Student Loan\Debt Collection Case)

13 FRANK EVANS aka WILLIAMS EVANS aka WILLIAM F. EVANS aka BILL F. EVANS,

14 Defendant(s).

15 Plaintiff, through its attorney, alleges:

16 1. Jurisdiction: The Court has jurisdiction of this action under 28 U.S.C. Section
17 1345.

18 2. Defendant resides in the Northern District of California.

19 3. Defendant owes plaintiff \$1,870.00, plus additional interest according to the
20 Certificate of Indebtedness, a copy of which is annexed hereto as Exhibit A.

21 WHEREFORE, plaintiff demands judgment against defendant for the sum of
22 \$1,870.00, additional interest to the date of judgment, attorney's fees in the amount of
23 33.33% of the debt, and court costs.

24
25 Date: April 18, 2008

26 LAW OFFICE OF MICHAEL COSENTINO
27 By: MICHAEL COSENTINO
28 Attorney for the Plaintiff
United States of America

**U.S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Name: Frank Evans
AKA: Frank William Evans
Address: 705 Seacliff W.
Aptos, CA 95003
SSN: 1901

Total debt due United States as of: 09/16/96 \$2705.08

I certify that U.S. Department of Education records show that the debtor named above is indebted to the United States in the amount stated above, plus additional interest on the principal balance of \$1870.00 from 09/16/96 at the annual rate of 3%. Interest accrues on the principal amount of this debt at the rate of \$0.15 per day.

The claim arose in connection with a Government insured or guaranteed loan made by a private lender and assigned to the United States.

On 09/12/67, 01/30/68, 09/09/69, 12/15/69, 01/26/70, 09/15/70, 02/01/71 & 11/27/72 the debtor executed promissory note(s) to secure loan(s) from University of Idaho - Moscow, ID, under loan guaranty programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087 aa et. seq (34 C.F.R. Part 674). The holder demanded payment according to the terms of the note(s) and on 04/01/72 & 11/01/73 the debtor defaulted on the obligation.

After application of the last voluntary payment of \$100.00 which was received on 10/21/85 the debtor now owes the following:

Principal:	\$1870.00
Interest:	\$748.08
Aministrative/Collection Costs:	\$87.00
Penalties:	\$0.00

CERTIFICATION: Pursuant to 28 USC Section 1746, I certify under penalty of perjury that the foregoing is true and correct.

9/26/96
(Date)

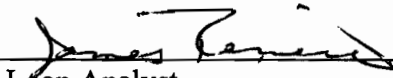

Loan Analyst

EXHIBIT A